

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF ADMINISTRATIVE LAW JUDGES**

The Secretary, United States Department of)	
Housing and Urban Development, on behalf of)	
██ and)	
two minor children,)	
)	
Charging Party,)	
)	HUD ALJ No.
v.)	FHEO No. 04-06-0898-8
)	
Barbara C. Vance,)	
)	
Respondent.)	
_____)	

CHARGE OF DISCRIMINATION

I. JURISDICTION

On June 9, 2006, Complainant ██████████ filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “Charging Party”) alleging that Respondent Barbara C. Vance refused to negotiate or otherwise made a dwelling unavailable, steered African-American (Black) potential buyers from purchasing dwellings in a predominately White neighborhood, subjected Complainant to discriminatory terms, conditions and privileges associated with a dwelling, and falsely denied or represented the availability of a dwelling in violation of subsections 804(a), (b), (d), and (e) of the Fair Housing Act, as amended (“Act”), 42 U.S.C. § 3604(a), (b), (d), and (e). The complaint was amended on July 30, 2009 to add ██████████ as a Complainant and Complainants’ children as aggrieved persons, and to remove violations of subsections 804(b) and 804(e) of the Act. The complaint was amended on November 19, 2010, to add color as a protected class and to add a violation of subsection 804(c) of the Act, 42 U.S.C. § 3604(c).

The Act authorizes the issuance of a Charge of Discrimination on behalf of an aggrieved person following an investigation and a determination that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur. 42 U.S.C. § 3610(g)(1)-(2). The Secretary of HUD has delegated to the Assistant Secretary for Fair Housing and Equal Opportunity the authority to make such a determination and to the General Counsel the authority to issue a Charge of Discrimination. 74 Fed. Reg. 62801, 62802 (Dec. 1, 2009). The General Counsel has redelegated the authority to process cases arising under the Fair Housing Act to the Regional Counsel. 76 Fed. Reg. 42463, 42465 (July 18, 2011).

The Director of the Office of Fair Housing and Equal Opportunity for Region IV, on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity, has determined that reasonable cause exists to believe that a discriminatory housing practice occurred in this case and has authorized the issuance of this Charge of Discrimination.

II. THE LEGAL AND FACTUAL BASIS FOR THIS CHARGE

Based on HUD's investigation of the allegations contained in the aforementioned Complaint and the Determination of Reasonable Cause, Respondent Barbara C. Vance is charged with violating 42 U.S.C. § 3604(a), (b), (c), and (d) as follows:

A. LEGAL AUTHORITY

1. It is unlawful to refuse to negotiate with a person for the sale of a dwelling, or otherwise make the dwelling unavailable, because of race and/or color. 42 U.S.C. § 3604(a); 24 C.F.R. § 100.60(a).
2. It is unlawful to impose different terms, conditions, or privileges related to the sale of a dwelling based on race and/or color. 42 U.S.C. § 3604(b); 24 C.F.R. § 100.65(a).
3. It is unlawful to make, or cause to be made, any statement, with respect to the sale of a dwelling, that indicates any preference, limitation, or discrimination based on race and/or color, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. § 3604(c); 24 C.F.R. § 100.75(a)-(c).
4. It is unlawful to represent to any person because of race and/or color that any dwelling is not available for inspection or sale when such dwelling is in fact so available. 42 U.S.C. § 3604(d); 24 C.F.R. § 100.70(b).

B. PARTIES AND SUBJECT PROPERTIES

5. [REDACTED] ("Complainants") and their two children are African-American (Black) and reside in Batesville, Mississippi. Complainants were residents of Sardis, Mississippi for more than thirty (30) years.
6. Respondent Barbara C. Vance (Respondent) is a White person and has been a resident of Sardis, Mississippi for forty-five (45) years. At all times relevant to this Charge, Respondent was a licensed real estate broker and listed homes for sale in Sardis, Mississippi.
7. Sardis, Mississippi is a small town with a population of approximately 2,000 people. Complainant [REDACTED] was the former [REDACTED]; the second African-American (Black) person appointed to the position. Complainants appeared frequently in the local newspaper for Complainant [REDACTED]'s law enforcement activities, the announcement of their marriage and births of their children, veteran celebrations, and the opening of their family businesses. Respondent and her husband

were patrons of Complainant [REDACTED] father's upholstery business. Respondent knew or should have known that Complainants are African-American (Black).

8. [REDACTED] inherited a single family dwelling that is located at 339 Ruffin Drive, Sardis, Mississippi ("Subject Property # 1"). At all times relevant to this Charge, they employed Respondent to list the property for sale and show it to prospective buyers.
9. [REDACTED] inherited a single family dwelling that is located at 344 Ruffin Drive, Sardis, Mississippi ("Subject Property # 2"). At all times relevant to this Charge, they employed Respondent to list the property for sale and show it to prospective buyers.
10. Neither Subject Property #1 nor Subject Property # 2 was listed for sale in the local newspapers, real estate advertisement booklets or with a centralized listing service. Advertising was restricted to "word of mouth" and "for sale" signs located in the front of each of the properties.
11. The subject properties are located in a neighborhood of ten (10) houses on or adjacent to Ruffin Drive in Sardis, Mississippi. At all times relevant to this Charge, the subject properties were located in a predominantly White neighborhood. Only one out of the ten (10) homes near the subject properties was occupied by an African-American (Black) family.

C. SUMMARY OF ALLEGATIONS IN SUPPORT OF THE CHARGE

12. In early 2005, Complainants were actively searching for a home to purchase in Sardis, Mississippi. Complainants were preapproved for a mortgage of \$147,000 by Countrywide Bank. Complainants employed a realtor, [REDACTED] ("Realtor Leland"), who is African-American (Black).
13. On June 6, 2005, Respondent entered into an exclusive agreement with [REDACTED] and the estate of [REDACTED] to list Subject Property # 1 for sale for \$139,000. A "for sale" sign, with Respondent's name and telephone number, was placed in the front yard of Subject Property # 1.
14. On July 5, 2005, Complainants viewed a "for sale" sign at Subject Property # 1 and Complainant [REDACTED] called the telephone number listed on the sign. Respondent answered the call. Complainant [REDACTED] inquired about the availability of Subject Property # 1 and requested an opportunity to view it. Respondent asked about his ability to obtain financing and advised that the property was listed for \$130,000. Complainant [REDACTED] advised that he had been preapproved for a mortgage and that the price was agreeable. Complainants and

Respondent set an appointment to view Subject Property # 1 at 6:00 p.m. on July 6, 2005.

15. Several hours after the conclusion of the telephone call, Respondent called Complainant [REDACTED] and advised that the owners had raised the sales price of Subject Property # 1 from \$130,000 to \$135,000. Complainant [REDACTED] informed Respondent that she was agreeable to the new price and confirmed the appointment for the next day.
16. On July 6, 2005, Complainants, their children, Realtor [REDACTED], and Realtor [REDACTED]'s family arrived at Subject Property # 1 at approximately 5:59 p.m. and waited for Respondent to arrive. Respondent failed to show for the appointment. Complainant [REDACTED] attempted to contact Respondent by telephone, but was unable to reach her and left a voice message.
17. While waiting for Respondent to arrive to the appointment, Complainants and Realtor [REDACTED] walked around the perimeter of Subject Property # 1. While viewing the outside of Subject Property # 1, several White individuals came outside of their homes and watched Complainants, Complainants' children, Realtor [REDACTED], and Realtor [REDACTED]'s family. Several White individuals also drove by slowly and watched them as they inspected the property. After unsuccessfully attempting to reach Respondent, Complainants and Realtor [REDACTED] left Subject Property # 1 at 6:40 p.m.
18. When Complainants returned home later that evening, they noticed that Respondent had left a voice message on Complainants' home answering machine. At approximately 9:00 p.m., Complainants returned Respondent's voice message requesting that Complainants return her call. Complainant [REDACTED] called Respondent and set a second appointment to view Subject Property # 1 on Sunday, July 10, 2005 at 4:00 p.m.
19. On Sunday, July 10, 2005 at approximately 3:00 p.m., Respondent called Complainants and stated that she was in Virginia and was unable to attend the second appointment. Complainant [REDACTED] asked Respondent if she would give Complainants or Realtor Leland a key to access Subject Property # 1 in Respondent's absence. Respondent stated that she could not provide a key to access Subject Property # 1 and that Respondent was the only person that could show it. Respondent advised that she would call Complainant [REDACTED] to reschedule the second appointment after Respondent returned from Virginia. However, Respondent did not call to reschedule the second appointment.
20. On Sunday, July 10, 2005, Complainant [REDACTED] took her mother, [REDACTED] to view the outside of Subject Property # 1. During the visit, the individuals occupying the home directly across the street from Subject Property # 1, a White man and woman, came outside and stared at Complainant [REDACTED] and her mother.

21. On Wednesday, July 27, 2005 at 11:00 a.m., Complainant [REDACTED] went to the North Delta Mississippi Enterprise Community Fair Housing Clinic ("North Delta Clinic") and discussed her inability to view Subject Property # 1. While at North Delta Clinic, Complainant [REDACTED] called Respondent and attempted to set another appointment to view Subject Property # 1. Respondent did not answer the call, and Complainant left a voice message. In her message, Complainant [REDACTED] asked whether she could see Subject Property # 1 at 6:00 p.m. that evening. Around 8:40 p.m. on that same day, Respondent returned Complainant [REDACTED] telephone call and advised that she could show the house at 9:00 p.m. that evening. Complainants declined the invitation and advised that it was too dark to properly view the property. Complainants and Respondent set a third appointment to meet at Subject Property # 1 on Thursday, July 28, 2005 at 6:00 p.m.
22. Complainants, their two children, and Realtor [REDACTED] arrived at Subject Property # 1 at approximately 5:45 p.m. on Thursday, July 28, 2005. Respondent failed to show for the appointment. Later that evening, Respondent called Complainants and stated that she left work later than anticipated and was unable to make the third appointment. Respondent offered to show Subject Property # 1 that evening at 9:00 p.m. Complainants refused again to see Subject Property # 1 and advised that it was too dark to properly view the property. Respondent then advised that the owners of Subject Property # 1 had decided not to sell the property and it was unavailable for purchase.
23. On August 11, 2005, Joan and James Melton ("Meltons"), a White couple, contacted Respondent and viewed Subject Property # 1.
24. On August 16, 2005, Complainant [REDACTED] spoke with Polly Gordon concerning Subject Property # 1. Ms. Gordon is a White woman who formerly sold properties through Respondent's now defunct brokerage firm. Complainant [REDACTED] asked Ms. Gordon to show Subject Property # 1 because of Respondent's failure to show the property. Ms. Gordon stated that "houses like that have certain criteria and certain people they do not want seeing the house. So [Respondent] must show this particular house herself."
25. On September 25, 2005, the Meltons entered into a contract to purchase Subject Property # 1 for \$123,000. The closing for Subject Property # 1 occurred on October 28, 2005.
26. Respondent did not present any offers to purchase Subject Property # 1, other than the Meltons' offer, to [REDACTED]. [REDACTED] were unaware that Respondent failed to show Subject Property # 1 to Complainants despite their three (3) requests to view the property.

27. On September 9, 2005, Respondent entered into an exclusive agreement with William Cline and Jeannine Cline Starbuck to list Subject Property # 2 for sale. A "for sale" sign with Respondent's name and telephone number was placed in the front yard of Subject Property # 2.

28. In the fall of 2005, Complainant [REDACTED] called the number listed on the "for sale" sign at Property # 2 and left a voice message. Respondent did not return Complainant [REDACTED]' telephone call. Over the course of a few weeks, Complainant [REDACTED] called Respondent three (3) additional times and left voice messages. In the voice messages, Complainant [REDACTED] left four (4) separate numbers where she could be reached. The telephone numbers included the following:

[REDACTED] Complainants' home telephone number
[REDACTED] Complainants' additional home telephone number
[REDACTED] Levera's Fashion (Complainant [REDACTED] employer)
[REDACTED] Complainants' cell phone number

Respondent failed to return Complainant [REDACTED] calls.

29. At all times relevant to this Charge, the following telephone numbers, [REDACTED]
[REDACTED], were all operational and Complainants were able to make and receive telephone calls.

30. In December of 2005, North Delta Clinic conducted two tests of Respondent's real estate practices at Subject Property # 2. On December 14, 2005, an African-American tester ("Black Tester") called Respondent and attempted to schedule an appointment to view Subject Property # 2. Respondent stated that Subject Property # 2 was available but she was unable to show the property that week. Respondent stated that she would call the Black Tester on the following week, on December 19, 2005, to schedule an appointment.

31. On December 15, 2005, a White tester ("White Tester") called Respondent and attempted to schedule an appointment to view Subject Property # 2. Respondent described the property in detail, commenting on the size of the property and the need for extensive repairs. She also stated that Subject Property # 2 was listed for \$69,000 but that the price was negotiable. The White Tester set an appointment to meet Respondent at Subject Property # 2 on Monday, December 19, 2005 at 3:30 p.m.

32. On December 19, 2005, the White Tester arrived at Subject Property # 2 at 3:45 p.m. Respondent arrived at approximately 4:08 p.m. Respondent described the problems with the house and took the White Tester through each room describing the fixtures, lighting, and space. Respondent inquired about the White Tester's ability to obtain financing. The White Tester told Respondent that the sale of her current home was pending. Respondent stated that she was confident that the White Tester would obtain financing and that they would make the sale of Subject Property # 2 contingent

upon the sale of the White Tester's current home. Respondent also told the White Tester that the sale price for the property was \$69,000 but the sellers might be willing to negotiate. Respondent also asked if the White Tester would like anyone else to inspect Subject Property # 2, but the White Tester declined. Near the end of the tour of the property, Respondent made the following comment to the White Tester:

"I'd really like for you to be able to get this house. I have to show this house to a Black lady at 5:00 p.m. The neighbors are prejudice and they wouldn't want a Black living here. If she puts a contract on the house then I have to do it. I don't think the neighbors would appreciate it. This is a nice neighborhood in a small town."

The visit lasted approximately 20 minutes.

33. Immediately after the appointment with the White Tester, Respondent called the Black Tester at 4:32 p.m. and left a voice message. In the voice message, Respondent asked the Black Tester if she wanted to view Subject Property # 2 that day. Respondent advised that the carport was left open so that the Black Tester could view the property without Respondent being present. The Black Tester returned Respondent's telephone call and agreed to meet Respondent at Subject Property # 2 at 11:00 a.m. on Tuesday, December 20, 2005.
34. On December 20, 2005, Respondent met the Black Tester at Subject Property # 2. Respondent described the repairs that were needed. Respondent asked the Black Tester if she had been pre-qualified for financing. The Black Tester stated that she did not have financing yet, but that she could obtain it. Respondent told the Black Tester to make contact again after she had obtained financing and that Respondent would assist her. The visit lasted approximately 8 minutes.
35. In December 2005, [REDACTED] contacted Respondent and advised that he wanted to take Subject Property # 2 off of the market. He stated that Subject Property # 2's co-owner, [REDACTED], was moving back to Sardis, Mississippi and planned to occupy Subject Property # 2. [REDACTED] terminated their contract with Respondent.
36. Respondent did not submit any offers to purchase Subject Property # 2 to [REDACTED]. [REDACTED] were unaware that Respondent failed to show Subject Property # 2 to Complainants despite Complainant [REDACTED] four (4) attempts to view the property.
37. Complainants purchased a home in Batesville, Mississippi for \$142,746 on July 19, 2006.
38. By refusing, and/or otherwise failing, to keep the three (3) mutually agreed upon appointments to show Complainants Subject Property # 1 because of Complainants'

- race and/or color, Respondent refused to negotiate the sale of a dwelling and otherwise made a dwelling unavailable in violation of 42 U.S.C. § 3604(a).
39. By refusing, and/or otherwise failing, to return Complainants' four (4) telephone calls requesting to view Subject Property # 2 because of Complainants' race and/or color, Respondent refused to negotiate the sale of a dwelling and otherwise made a dwelling unavailable in violation of 42 U.S.C. § 3604(a).
 40. By steering Complainants, because of their race and/or color, from inspecting the subject properties because of the racial composition of the neighborhood, Respondent violated 42 U.S.C. § 3604(a).
 41. By refusing, and/or otherwise failing, to keep the three (3) mutually agreed upon appointments to show Complainants Subject Property # 1 because of their race and/or color, while keeping scheduled appointments to show the same property to White prospective buyers, Respondent violated 42 U.S.C. § 3604(b).
 42. By telling the White Tester that she would prefer a White buyer to purchase Subject Property # 2 rather than an African-American (Black) buyer, Respondent violated 42 U.S.C. § 3604(c).
 43. By telling Complainant [REDACTED] that Subject Property # 1 was not available on July 28, 2005, when in fact it was available and Respondent continued to show it to White prospective buyers until it was sold on October 28, 2005, Respondent violated 42 U.S.C. § 3604(d).
 44. Respondent's actions have caused Complainants and their children to suffer damages, including emotional and physical distress.

III. CONCLUSION

WHEREFORE, the Secretary of the U.S. Department of Housing and Urban Development, through the Office of General Counsel, and pursuant to 42 U.S.C. § 3610(g)(2)(A), hereby charges Respondent Barbara C. Vance with violating 42 U.S.C. § 3604(a), (b), (c) and (d) and prays that an order be issued that:

1. Declares that the discriminatory housing practices of Respondent, as set forth above, violate the Act;
2. Enjoins Respondent, her agents, employees and successors, and all other persons in active concert or participation with them from discriminating against any person because of race and/or color, sex, familial status, disability, religion and national origin in any aspect of the rental, sale, occupancy, use, enjoyment, or advertisement of a dwelling;

3. Awards such monetary damages as will fully compensate Complainants [REDACTED] and their two minor children for their economic loss, including but not limited to, out-of-pocket expenses, and for emotional and physical distress, embarrassment, humiliation, inconvenience, the loss of a housing opportunity, and any and all other damages caused by the Respondent's discriminatory conduct in violation of the Act;
4. Assesses a civil penalty against Respondent for each violation of the Act she is liable for pursuant to 42 U.S.C. § 3612(g)(3) and 24 C.F.R. § 180.671(a)(1); and
5. Awards any additional relief as may be appropriate under 42 U.S.C. § 3612(g)(3).

Respectfully submitted,

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/S/

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